

IDAHO DEPARTMENT OF LANDS PRESEASON CONTRACT

FMH 840 - Attachment 1 - 2020

Page <u>1</u> of <u>1</u>

1. IDL AREA OR FPD a. Name an	d address:			AGREEMENT NUM		ear on all docume	nts relating to this
Idaho Department of Lands			0	eement): IDL-430-2			
PO Box 68				FFECTIVE DATES			
Craigmont, ID 83523			a. b	eginning 05/07/20	21	_ b. ending_12/31	./2022
b. Phone Number: 208 024 FF							
c. FAX Number: 208-924-557							
d Email:	l.idaho.gov, jmiller@idl.idaho.gov						
VA. 1. VA							
 CONTRACTOR a. Name and a Seasons Restaurant 	ddress:			POINT OF HIRE (Le			. ORDERING
A COMPANY OF A COM				erent than Block 4):		L	ISPATCH CENTER
124 W Main Street				angeville, ID			GVC
Granegville, ID 83530				HE WORK RATE		LL OPERATING	SUPPLIES
b. ATTACH W-9:	36@gmail.com			BEING FURNISHE			
ic Email.	4203 - restaurant			✓ CONTRACTOR		OVERNMENT (dry)
ld Phone Number	2878 - Fax			PERATOR FURN			
FAX Number: 208-507-	0543 - tony cell		_	✓ CONTRACTOR		OVERNMENT	
Cell Phone Number:	\$100 miles (100 miles		_	Contractor Authorize			
				Yes	✓ No)	
10. ITEM DESCRIPTION: equipme	nt (include V/INI make madel	14 NO C	\	12. HRLY/DAILY/I	AII EACE/	13. SPECIAL	14. GUARANTEE
year, serial no., accessories or other		11. NO. C		SHIFT BASIS (ss/		13. SPECIAL	(8 HOURS)
,,	,,	PER SHII		Rate	Unit		
MEAL: Breakfast				13.75	EACH	n/a	n/a
Order Off Menu and/or Approved Bu	ffet Style			13.75	LACIT	11/4	11/4
Fire Suppression Meals Only							
MEALLUNCH							
MEAL: Lunch Order Off Menu and/or Approved Bu	ffet Style			19.25	EACH	n/a	n/a
Fire Suppression Meals Only	recoche						
MEAL: Dinner				30.25	EACH	n/a	n/a
Order Off Menu and/or Approved Bu	ffet Style			30.23	LACIT	11/4	l l l
Fire Suppression Meals Only							
MEAL: Sack Lunches							
Must Meet or Exceed Attached Guide	lines			13.00	EACH	n/a	n/a
Fire Suppression Meals Only							
1							
		8					
15. Will work in the following areas:	16. SPECIAL PROVISIONS:						
CMS FPD	This contract is not to exceed ma				rson		
✓ MCS FPD	IDL Pre-season contract provision Do not charge Idaho State sales t				empt No Alcoho	lic heverages	
FPD FPD	Gratuity will be added by IDL and					iic beverages	
Dispatch Zone	Feeding Capacity 3-65 people.					91	
All State Protection	NACE A DENTIL CLOSE A TIME	40 DATE		04 IDI BERE	DENITATE OF		IOO DATE
17. 6@NSTGRAGTOR'S OR AUTHOR	RIZED AGENT'S SIGNATURE	18. DATE		21-106-BFFREGES		1	22. DATE
Tony Sabatino		5/11/2021		Jeremiali	Miller		5/11/2021
				23. a. PRINT NA		. ,	
19. PRINT NAME AND TITLE		20. DATE		23. a. PRINT NA	AME AND TITLE		
Tony Sabatino		5/11/2021		Jeremiah Mil	ller		
-				12.0		D.	1/ 2/17



IDAHO DEPARTMENT OF LANDS PRESEASON CONTRACT PROVISIONS

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this Agreement/Contract, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, and Contracting Officers. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the resource order number upon arrival and check in at the incident. The Incident Commander, or designee, is authorized to administer the technical aspects of this Agreement/Contract. Equipment furnished under this Agreement/Contract may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include, but is not limited to, unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this Agreement/Contract, the Contractor agrees that what is considered wear and tear under this Agreement/Contract is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment: All equipment furnished under this Agreement/Contract shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident, point of inspection or return to the Point of Hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. Time Under Hire: The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the Point of Hire after being released, except as provided in Clause 7 of these General Clauses.

CLAUSE 3. Operating Supplies: As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 4. Repairs: Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 5. Timekeeping: Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest half hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6. Payments

Rates of Payments - Rates for equipment hired with Contractor-Furnished Operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

- 1. Work Rates (Column 12) (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.
 - ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.
- 2. Special Rate (Column 13)- shall apply when specified.
- 3. <u>Guarantee-</u> For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in Column 14. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in Column 14. The guarantee is not applicable to equipment hired under the daily rate. Equipment under transport is time under hire and compensated through the guarantee. If equipment is transported under its own power, it is compensated under the work rate.
- 4. <u>Daily Rate</u> (Column 12) Payment will be made on basis of calendar days (0001 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the daily rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.

Shift Basis (Portion of Calendar Day)

- 1) Single Shift (SS) is staffed with one operator or one crew.
- 2) <u>Double Shift</u> (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.

 Agency personnel at the Section Chief level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for:

- 1. Actual units ordered and performed under work or daily, shift basis and/or special rates, or
- 2. The guarantee earned, whichever is the greater amount.

CLAUSE 7. Exceptions

Daily Rate or Guarantee: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor-Furnished Operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan (IAP). If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the Contractor for the total hours worked before equipment became nonoperational.

- 1. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the Point of Hire.
- 2. After inspection and acceptance for use, equipment and/or furnished operator(s), that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor, or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the Point of Hire as promptly as emergency conditions will allow.
- 3. No payment will accrue under Clause 6 when the Contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the Contractor may be released from the incident.

CLAUSE 8. Subsistence: When Government subsistence incident camps are available, meals and bedding for Contractor's will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

CLAUSE 9. Loss, Damage, or Destruction:

- 1. For equipment furnished under this Agreement/Contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or Contractor's employees.
- 2. For equipment furnished under this Agreement/Contract with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

CLAUSE 10. Contractor's Responsibility for Property and Personal Damages: Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or designee or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

Insurance Requirements:

1. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company licensed and admitted in Idaho. The Contractor shall furnish the Idaho Department of Lands with an Acord Form or Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Idaho Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary, and any insurance carried by the state of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor.

All policies shall be endorsed to include the "state of Idaho, its departments, agents, officials, and employees as additional insureds" and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests.

All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Idaho Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements, or failure of the Idaho Department of Lands to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Idaho Department of Lands.

- By requiring insurance herein, the Idaho Department of Lands does not represent that coverage and limits will necessarily be
 adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the
 indemnities granted to IDL in this contract.
- The Contractor shall require all subcontractors utilized in performance of this contract to provide Certificates of Insurance to the Idaho Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

Dozers, Excavators, Feller/Buncher, Skidders, Heavy Equipment, Transport Vehicles/Lowboys

1. Commercial General and Umbrella Liability Insurance

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

2. Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$500,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. Contractor shall furnish the Idaho Department of Lands with a Certificate of Insurance evidencing such coverage.

Fully Operated Transportation, Privately-owned Vehicles (Automobiles, Pick-ups, 2x4 and-4x4, Sport Utility Vehicles, Trucks (stake side/stock)

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3. Workers' Compensation Insurance

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All-Terrain Vehicles (ATV) and Utility Terrain Vehicles (UTV)

1. General Liability Insurance

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CLAUSE 11. Deductions: Unless specifically stated elsewhere in this Agreement/Contract the gost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

CLAUSE 12. Personal Protective Clothing and Equipment: The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this Agreement/Contract:

Clothing: Boots, minimum 8 inches high, lace-type leather work boot with Vibram-type soles (boots are provided by the Contractor);
hard hat with chin strap; fire resistant long sleeve shirt and trousers, or fire resistant jumpsuit; leather or leather/flame resistant
combination gloves; goggles/safety glasses; and ear plugs/hearing protection. When using a chainsaw, saw chaps will be required for
leg protection.

- 2. Equipment: fire shelter; headlamp; individual first-aid kit;
- 3. Other items may be issued by the Government.

Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government-furnished protective clothing and equipment not returned by the Contractor.

CLAUSE 13. Commercial Motor Vehicles: All commercial motor vehicles must meet Department of Transportation (DOT) requirements. The regulations can be found at the following website: www.fmcsa.dot.gov.

CLAUSE 14. Claims Settlement Authority: Claims against the state of Idaho for incidents under IDL jurisdiction, will be submitted in accordance with the IDL Incident Business Operating Guide.

CLAUSE 15. Changes: Changes to this Agreement/Contract, may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new Agreement/Contract shall be executed at the incident and shall be applicable **only** for the duration of that incident. The Agreement/Contract will include name and location of the incident.

CLAUSE 16. Firearm – Weapon Prohibition: The possession of firearms, or other dangerous weapons, are prohibited at all times while on government property and during performance of services, under this Agreement/Contract. The term dangerous weapon does not include a pocketknife with a blade less than 2 ½ inches in length or multipurpose tools such as a Leatherman.

CLAUSE 17. Work/Rest and Length of Assignment: The Contractor is required to follow the work/rest guidelines as established by the NWCG. Refer to website for the guidelines: www.nwcq.gov.

CLAUSE 18. Harassment Free Workplace: The contracting agency will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

The contracting agencies strive for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as Contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by jo supervision, by coaching, by training, by contract enforcement, and by other means). All employees, Contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

IDAHO DEPARTMENT OF LANDS PRESEASON CONTRACT PROVISIONS AND SACK LUNCH SPECIFICATIONS

Since the needs of the Government and availability of Contractor during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the service listed herein to the extent the Contractor is willing and able at the time of order.

Sack Lunch Options

Note: Small deviations from the minimum amount for the commercially packaged products may be allowed with prior approval from the IC.

7	*Items with oz & Cal are either/or	
With FDUL approval	4 oz	Meatloaf
With FDUL approval	4 0 2	Ground beef patties
4 oz. protein Freshly Made with FDUL Approval	8 oz	Cobb Salad
triple tr	One packet	Tuna
With FDUL approval. Include foil	Single packet	Spam
Per sandwich	(Peanut Butter and Jelly Sandwich
In addition to the Primary and Secondary Meal	2 eggs	Hard Boiled Eggs
Salami Sticks/Jerky are not acceptable as Primary or Secondary Meal	ausage 4 oz	Hard Salami or Summer Sausage
		Rice and Cheese
The state of the s		Bean
and the state of t		Pork
		Chicken
		Beef
Must be factory wrapped.	l ea	Burrito/Chimichanga:
	gie style)	Multi-meat (hoagie style)
	4 OZ	Roast Beef
	4 oz	Chicken
	4 oz	Ham
	402	Turkey
Regular and Vegetarian Primary Meal shall be a sandwich or a wrap. Sandwiches may be all meat or a combination of meat and cheese.	neat:	Sandwich with choice of meat:
LUNCHES WILL INCLUDE 2 DIFFERENT ITEMS FROM THIS CATEGORY	CONDARYMEAL	PRIMARY AND SECONDARY MEAL
SPECIFICATIONS AND COMMENTS	HIEM MINEMUM AMOUNT	MENUTURM

	INTERNITY IN	
MENUTEM	TINITOMA	SPECIFICATIONS AND COMMENTS
VEGETARIAN MEAL OPTIONS		VEGETARIAN LUNCHES WILL INCLUDE 2 DIFFERENT ITEMS FROM THIS
D	1 >~ 15 >	
Bean	1 5a.3 0Z,	Circuit circese is not considered a protein for this requirement.
Rice and Cheese		
Hard Boiled Eggs	2 eggs	In addition to the Primary and Secondary Meal
Veggie Burger		Bean, Tofu, Tempeh, Rice, Quinoa, or equivalent
Peanut Butter and Jelly Sandwich	6 oz each	Per sandwich
Veggie Wrap with Hummus	Equivalent to Sandwich	In tortilla wrap or pita bread
Salads:	8 oz	All salads will have vegetables, spices and variety.
Quinoa	8 oz	All salads will be made with a non-mayonnaise base (i.e. Italian dressing or olive oil)
Pasta	8 oz	When served as a main meal salads will be 8 oz servings
Couscous	8 oz	
Bean	8 oz	
Other	110000000000000000000000000000000000000	At the discretion of the FDUL
SALADS, WHOLE FRUITS, AND VEGETABLES	D VEGETABLES	LUNCHES WILL INCLUDE 2 DIFFERENT ITEMS FROM THIS CATEGORY
SALADS		Shall be Freshly Made With FDUL Approval
Quinoa	4 oz	All salads will have vegetables, spices and variety.
Pasta	4 OZ	All salads will be made with a non-mayonnaise base (i.e. Italian dressing or olive oil)
Couscous	4 oz	When served as a side, salads will be 4 oz servings
Bean	4 oz	Whole grains when possible
WHOLE FRUIT		
Apples	100 Count	All chopped or cut fruits will be non-compacted 1 cup portions
Oranges	88 Count	
Pears	Equivalent to Apples	
Strawberries	1 Cup	
Pineapple	1 Cup	
Nectarines	Equivalent to Apples	
Other		Approved by FDUL
*Hems with o	*Items with oz & Cal are either/or,	"Titems listed as each are standard serving size.

WHENUTIEM AMIC WHOLE VEGETABLES 1 ap Peas 1 ap Peas 1 1 Car 1 1 Peppers 1 2 I Peppers 1 2 I Peppers 1 3 ar 1 4 Crackers 1 4 Peppers 1 1 Crackers 1 2 Crackers 1 3 Stato chips 1 4 Crackers 2 4 Peppers 2 1 Crackers 1 2 Crackers 1 3 Stato chips 1 4 Crackers 2 4 Peppers 2	MENUITEM AMOUNT SPECI	1 Cup All chopped or cut vegetables will be	1 Cup	ber	p-ared.	—	LUNCHES WILL CONTAIN	1 ea Nature Valley® or equal quality	l ea ProBar TM , LUNA®, LARABAR®, odwalla®, Tigers Milk®, CLIF®	3 0Z	1 ea Snickers [®] , Milky Way [®] , Butterfinger ⁰	202	e 2 ea	1oz/130 Cal	102	1oz/150 Cal	3 02	loz/160 Cal Baked potato chips, tortilla chips, or	30Z Applesauce, or mixed varieties	200 Cal	4 oz	Mt. Olive on the go picklePAKs, or	2 ea		1oz/2	rving peanut butter pouch 1oz/200 Cal 110 Cal	1 oz/200 Cal 110 Cal 1 oz	serving peanut butter pouch loz/200 Cal ls 110 Cal Plain or peanut butter flavored I oz Sunflower, pumpkin, or other varieti m crackers
beer Sell Peppers do ENERGY SNACKS La bar / ch Crackers / ch Crackers / ch Crackers / ch Crackers / che pack / ckle pack / traps / ar / serving peanut butter pouch				ber	p-ared.	—	ENERGY SNACKS		<u></u>	(J)			e									Dill pickle pack			1.	1	Graham crackers	Fig cookies